

**IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF ARKANSAS
WESTERN DIVISION**

**GUARDIAN FIBERGLASS, INC., a Delaware
Corporation, and GUARDIAN FIBERGLASS
SERVICE CORPORATION, a Delaware corporation**

PLAINTIFFS

v.

NO. 4:05-CV-00463 GTE

**WHIT DAVIS LUMBER COMPANY, an
Arkansas Corporation**

DEFENDANT

JUDGMENT

Defendant Whit-Davis Lumber Company having made an offer of judgment, pursuant to Fed. R. Civ. P. 68, to resolve Count II of Plaintiffs' Complaint, and Plaintiffs Guardian Fiberglass, Inc., and Guardian Fiberglass Service Corporation (collectively "Guardian") having accepted Defendant's offer of judgment on Count II of Plaintiffs' Complaint only,

IT IS HEREBY CONSIDERED, ORDERED, AND ADJUDGED that Judgment is hereby entered on Count II of Plaintiffs' Complaint in favor of Plaintiffs Guardian and against Whit-Davis Lumber Company in the amount of Seventy-Five Thousand Dollars (\$75,000), inclusive of all damages and costs; including attorneys' fees and other expenses that might otherwise have been awarded in connection with Count II.

IT IS FURTHER CONSIDERED, ORDERED, AND ADJUDGED that Judgment is hereby entered in favor of Whit-Davis Lumber Company on its Counterclaim and against Guardian on Count I of its Complaint. Regarding the parties' competing views of the enforceability of the post-termination restriction contained in the Retail Assistance and Supply Agreement, the provision is unenforceable for the reasons stated in this Court's Order Granting Partial Summary Judgment dated March 27, 2006 (docket entry no. 53).

All claims of all parties now having been disposed of by the Court or by agreement, Guardian's Complaint and Whit-Davis' Counterclaim are hereby DISMISSED WITH PREJUDICE.

This is a FINAL JUDGMENT to be entered in accordance with Fed. R. Civ. P. 58.

IT IS SO ORDERED this 24th day of October, 2006.

/s/ Garnett Thomas Eisele
UNITED STATES DISTRICT JUDGE